

3-16-08 10:00 AM

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

CHANEL, INC.,
a New York corporation,
Plaintiff,

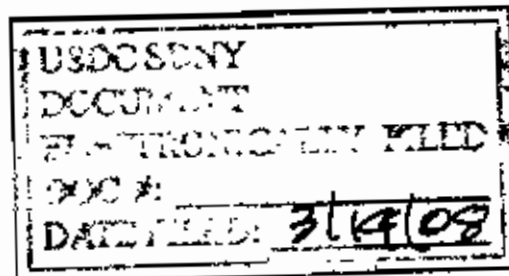
v.

LINDA ALLEN a/k/a LINDA ROONEY a/k/a
COURTNEY ALLEN d/b/a
EUROPEANBEAUTYFASHIONS.COM d/b/a
EUROPEAN BEAUTY FASHIONS d/b/a
MYCLASSYFASHION.COM d/b/a
MY CLASSY FASHION d/b/a
ULTIMATEDESIGNERSHANDBAGS.COM
d/b/a ULTIMATE DESIGNER HANDBAGS
and DOES 1-10,

Defendants

CASE NO. 07-cv-4858 (NRB)

STIPULATED CONSENT
PARTIAL FINAL JUDGMENT
AS TO LIABILITY AND
PERMANENT INJUNCTION



WHEREAS, this action having been commenced by the Plaintiff, Chanel, Inc. ("Chanel") against Linda Allen a/k/a Linda Rooney a/k/a Courtney Allen d/b/a European Beauty Fashions d/b/a EuropeanBeautyFashions.com d/b/a My Classy Fashion d/b/a MyClassyFashion.com d/b/a UltimateDesignerHandbags.com d/b/a Ultimate Designer Handbags ("Allen"), alleging *inter alia*, trademark counterfeiting, trademark infringement, dilution, and unfair competition, and the Plaintiff and the Defendant having resolved the Plaintiff's claims as to liability only to each of their satisfaction;

IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction of the subject matter of all counts of this action and over the named parties hereto.
2. Chanel is the owner of the following trademarks (the "Chanel Marks") in connection with handbags, wallets, watches, necklaces, costume jewelry including earrings, and sunglasses and other goods:

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<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
CHANEL	0,626,035	May 1, 1956
CC MONOGRAM	1,314,511	January 15, 1985
CHANEL	1,347,677	July 9, 1985
CHANEL	1,733,051	November 17, 1992
CC MONOGRAM	1,734,822	November 24, 1992
CC MONOGRAM	3,025,934	December 13, 2005
CC MONOGRAM	3,022,708	December 6, 2005
CHANEL	1,510,757	November 1, 1988
CC MONOGRAM	1,654,252	August 20, 1991
CC MONOGRAM	3,025,936	December 13, 2005
CHANEL	0,612,169	September 13, 1955
CHANEL	0,902,190	November 10, 1970
CHANEL	0,955,074	March 13, 1973
CHANEL	1,571,787	December 19, 1989
CC MONOGRAM	1,501,898	August 30, 1988

which are registered in International Classes 6, 9, 14, 18, and 28 and are used in connection with the manufacture and distribution of, among other things, handbags, wallets, watches, necklaces, costume jewelry including earrings, and sunglasses.

3. The Defendant and her respective officers, agents, servants, employees, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from intentionally and/or knowingly:

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- A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods; bearing the Chanel Marks;
- B. using the Chanel Marks in connection with the sale of any unauthorized goods;
- C. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendant as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- D. falsely representing herself as being connected with the Plaintiff, through sponsorship or association,
- E. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the Defendant, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- F. using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendant, including, without limitation, handbags, wallets, watches, necklaces, costume jewelry including earrings, and sunglasses;
- G. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent the Defendant goods as being those of the Plaintiff, or in any way endorsed by the Plaintiff,
- H. offering such goods in commerce; and from otherwise unfairly competing with the Plaintiff.
- I. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any

information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Chanel Marks; and

- J. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (A) through (I).

4. The Defendant consents to the entry of Final Judgment as to her for liability on all Counts of Chanel's Complaint in this proceeding.

5. The parties consent to the following briefing schedule regarding the issue of damages:

Plaintiff's Memorandum:	20 days from entry of this Consent Partial Final Judgment
Defendant's Response:	20 days from the date of service of Plaintiff's Memorandum ¹
Plaintiff's Reply:	20 days from the date of service of Defendant's Response

6. The briefs shall address (i) Defendant's claim of entitlement to a jury trial on the issue of damages or, if a jury trial for some reason is not allowed under law, a non-jury trial or an evidentiary hearing on the issue of damages; and (ii) the Plaintiff's entitlement to damages pursuant to 15 U.S.C. §1117(c); the amount of damages to be awarded, if any; whether enhanced damages are appropriate based upon the intent of the Defendants; and Plaintiff's entitlement to an award of costs and attorney's fees and the amount thereof.

7. Any party shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and other relief deemed proper in the event of a

¹ Time computation for Defendant's Response and Plaintiff's Reply will be docketed according to the terms of Rule 6(a), Fed.R.Civ.P

violation or failure to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorney's fees and costs.

SO STIPULATED:

Dated this 14th day of March, 2008.

Plaintiff: Chanel, Inc.

STEPHEN M. GAFFIGAN, P.A.
Counsel for Plaintiff
312 S.E. 17th Street, Second Floor
Ft. Lauderdale, Florida 33316
Telephone: (954) 767-4819
Facsimile: (954) 767-4821
E-mail: Stephen@smgpa.net

By: Stephen M. Gaffigan
Stephen M. Gaffigan
Fla. Bar No. 025844

Defendant: Linda Allen a/k/a Linda
Rooney a/k/a Courtney
Allen, et al

Carl E. Person
325 W. 45th Street -- Suite 201
New York, New York 10036-3803
Telephone: (212) 307-4444

By: Carl E. Person
Carl E. Person (CP 7637)
Counsel for Defendant, Linda Allen a/k/a
Linda Rooney a/k/a Courtney Allen

SO ORDERED this 19th day of March, 2008

Naomi Reice Buchwald
NAOMI REICE BUCHWALD
United States District Judge

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